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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

AFROUZ NIKMANESH, ELVIS
ATENCIO, ANNA NGUYEN, AND
EFFIE SPENTZOS on behalf of
themselves, the general public, and all
others similarly situated,

Plaintiffs,

vs.

WAL-MART STORES, INC., a
Delaware corporation, and WAL-MART
ASSOCIATES, INC., a Delaware
corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No. **8:15-CV-00202-AG-JCG**
Judge: Andrew J. Guilford

**FINAL ORDER APPROVING
SETTLEMENT AND
DISMISSING THE SETTLED
MATTERS**

This matter came before the Court on Plaintiffs' Motion for Final Approval of Settlement ("Final Approval Motion").

1 WHEREAS, a putative class action is pending before the Court entitled *Afrouz*
2 *Nikmanesh, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 8:15-CV-00202 (United States
3 District Court for the Central District of California) (the “Litigation”); and

4 WHEREAS, the Parties have agreed to settle certain claims in the Litigation (the
5 “Settled Matters”), subject to Court approval and in accordance with the terms of the
6 Parties’ Settlement Agreement (“Agreement”); and

7 WHEREAS, the Court has received and reviewed the Agreement and has considered
8 the terms of the proposed settlement as set forth therein (the “Settlement”); and

9 WHEREAS, all terms used herein shall have the same meanings as set forth in the
10 Agreement, unless otherwise defined herein; and

11 WHEREAS, on October 17, 2016, the Court entered its order preliminarily
12 approving the Settlement, approving the form and method of notice, and setting a date and
13 time for a final fairness hearing to consider whether the Settlement should be finally
14 approved by the Court pursuant to Rule 23(d) of the Federal Rules of Civil Procedure as
15 fair, adequate, and reasonable (the “Preliminary Approval Order”); and

16 WHEREAS, the Preliminary Approval Order further directed that all Settlement
17 Class Members be given notice of the Settlement and of the date for the final fairness
18 hearing; and

19 WHEREAS, the Court has received the Declaration of Jarrod Salinas attesting to the
20 providing of notice in substantial accordance with the Preliminary Approval Order; and

21 WHEREAS, as part of the Preliminary Approval Order, the Court certified the
22 Settlement Class for settlement purposes only in accordance with the terms of the
23 Agreement; and

24 WHEREAS, the Court having considered that no timely objections to the Settlement
25 were filed; and

1 WHEREAS, the Court having conducted a Final Fairness Hearing on February 27,
2 2017 (the “Settlement Approval Hearing”), and having considered the arguments presented,
3 all papers filed and all proceedings had therein,

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

5 1. The Court has jurisdiction over the subject matter of this action, this
6 Settlement, the Settlement Class Members, and all Defendants.

7 2. In accordance with Rule 23(d) of the Federal Rules of Civil Procedure and the
8 requirements of due process, all members of the Settlement Class have been given proper
9 and adequate notice of the Settlement. Based upon the evidence submitted by the parties,
10 the Settlement Agreement, the arguments of counsel, and all the files, records and
11 proceedings in this case, the Court finds that the Notice and notice methodology
12 implemented pursuant to the Agreement and the Court’s Preliminary Approval Order: (a)
13 constituted the best practicable notice under the circumstances; (b) constituted notice that
14 was reasonably calculated, under the circumstances, to apprise members of the Settlement
15 Class of the pendency of the litigation, their right to object to the Settlement, and their right
16 to appear at the Settlement Approval Hearing; (c) were reasonable and constituted due,
17 adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable
18 requirements of the Federal Rules of Civil Procedure, and any other applicable law.

19 3. The Settlement in this action warrants final approval pursuant to Rule 23(e) of
20 the Federal Rules of Civil Procedure because it resulted from vigorously contested
21 litigation, extensive discovery and motion practice, and extensive good-faith arm’s length
22 negotiations between the parties, and is it is fair, adequate, and reasonable to those it affects,
23 considering the following factors:

- 24 (1) the risk of fraud or collusion;
25 (2) the complexity, expense and likely duration of the litigation;
26 (3) the amount of discovery engaged in by the parties;
27 (4) the likelihood of success on the merits;
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1 (5) the opinions of class counsel and class representatives;

2 (6) the reaction of absent class members; and

3 (7) the public interest.

4 (*Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998); *Staton v. Boeing Co.*, 327
5 F.3d 938, 959 (9th Cir. 2003)).

6 Settlements that follow sufficient discovery and genuine arms-length
7 negotiation are presumed fair. (*Ellis v. Naval Air Reward Facility*, 87 F.R.D. 15, 18 (N.D.
8 Cal. 1980); *In re Austrian and German Holocaust Litig.*, 80 F.Supp.2d 165, 173-4
9 (S.D.N.Y. 2000).

10 4. The Final Approval Motion is hereby GRANTED, and the Settlement as set
11 forth in the Agreement is hereby APPROVED as fair, reasonable, adequate, and in the
12 public interest, and the terms of the Agreement are hereby determined to be fair, reasonable
13 and adequate, and for the exclusive benefit of the Settlement Class Members. The Parties
14 are directed to consummate the Agreement in accordance with its terms.

15 5. The Court APPROVES payment of the Class Settlement Amount in
16 accordance with the terms of the Agreement.

17 6. The Court APPROVES payment of Class Representative Incentive Payments
18 to the four Settlement Class Representatives in the aggregate amount of \$25,000 to be
19 allocated as follows:

- 20 • Afrouz Nikmanesh: \$8,000
- 21 • Effie Spentzos: \$8,000
- 22 • Elvis Atencio: \$4,500
- 23 • Anna Nguyen: \$4,500

24 7. The Court APPROVES payment of Attorneys' Fees and Litigation Expenses
25 to Class Counsel in the amount of \$266,666 for Attorney's Fees and \$65,000 in Litigation
26 Expenses in accordance with the terms of the Agreement and to be divided by Class
27 Counsel in accordance with their agreement. The Court further finds that no attorneys
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1 have asserted any attorney liens as to the Attorneys' Fees and Litigation Expenses awarded
2 by the Court.

3 8. The planned distribution of the Class Settlement Amount is hereby
4 APPROVED as fair, adequate, and reasonable. The Class Settlement Amount shall be
5 distributed in accordance with the terms of the Agreement. The Court approves payment to
6 the Settlement Administrator, Simpluris, Inc. in the sum of \$12,527.

7 9. The Settled Matters are hereby DISMISSED WITH PREJUDICE and without
8 costs to any Party, other than as specified in the Agreement and this Order, and this Order
9 shall constitute a final determination and final Order by this Court of the Settled Matters for
10 purposes of appeal or any further judicial proceedings.

11 10. In consideration of the Class Settlement Amount provided for under the
12 Agreement, and for other good and valuable consideration, each of the Releasing Settlement
13 Class Members shall, by operation of this Order, have fully, finally, and forever released,
14 relinquished, and discharged all Settlement Class Member Released Claims and The
15 Named Plaintiffs' Released Claims against Wal-Mart in accordance with Section 12 of the
16 Agreement, the terms of which section are incorporated herein by reference, shall have
17 covenanted not to sue Wal-Mart with respect to all such released claims and shall be
18 permanently barred and enjoined from instituting, commencing, prosecuting or asserting
19 any such released claims against Wal-Mart.

20 11. Without affecting the finality of this Order in any way, this Court retains
21 jurisdiction over (a) implementation of the Settlement and the terms of the Agreement; (b)
22 distribution of the Class Settlement Amount, the Class Representative Incentive Payments
23 and the Attorneys' Fees and Litigation Expenses Amount; (c) all other proceedings related
24 to the implementation, interpretation, administration, consummation, and enforcement of
25 the terms of the Agreement and the Settlement, and the administration of Claims submitted
26 by Settlement Class Members; and (d) all claims in the Litigation excluded from the Settled
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1 Matters. This Order shall constitute a final determination and final order by the Court of the
2 Settled Matters for purposes of appeal or any further judicial proceedings.

3 12. In the event that the Settlement Effective Date does not occur, this Order shall
4 be rendered null and void and shall be vacated, nunc pro tunc, except insofar as expressly
5 provided to the contrary in the Settlement Agreement, and without prejudice to the status
6 quo ante rights of Plaintiffs, Settlement Class Members, and Wal-Mart.

7 IT IS SO ORDERED.

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9 Dated: 3/3/2017



10 The Honorable Andrew J. Guilford
11 United States District Court,
12 Central District of California
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